

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING N/A			PAGE OF PAGES 					
2. CONTRACT NUMBER			3. SOLICITATION NUMBER PR-HQ-03-12341			4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)			5. DATE ISSUED			6. REQUISITION/PURCHASE NUMBER PR-HQ-03-1234 1		
7. ISSUED BY CODE (Hand Delivered/Overnight Commercial Carriers)  Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004						8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)  Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460								
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"														
<b>SOLICITATION</b>														
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>02:00 PM</u> local time <u>4/15/2004</u> (Hour) (Date) CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.														
10. FOR INFORMATION CALL:			A. NAME OLIVER M. VOSS			B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202			NUMBER 564-4514			EXT. C. E-MAIL ADDRESS voss.oliver@epa.gov		
<b>11. TABLE OF CONTENTS</b>														
(X)	SEC.	DESCRIPTION			PAGE (S)	(X)	SEC.	DESCRIPTION			PAGE (S)			
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<b>OFFER (Must be fully completed by offeror)</b>														
NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.														
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.														
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)			10 CALENDAR DAYS			20 CALENDAR DAYS			30 CALENDAR DAYS			_____ CALENDAR DAYS		
			%			%			%			%		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)			AMENDMENT NO.			DATE			AMENDMENT NO.			DATE		
15A. NAME AND ADDRESS OF OFFEROR			CODE			FACILITY			16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -			17. SIGNATURE			18. OFFER DATE					
ENTIRE AWARD (To be completed by Government)														
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT SUCH AS PRICE IN SCHEDULE			21. ACCOUNTING AND APPROPRIATION								
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) ( ) [ ] 41 U.S.C. 253(c) ( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)						ITEM		
24. ADMINISTERED BY (If other than item 7) CODE						25. PAYMENT WILL BE MADE BY CODE:								
						Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711								
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)						28. AWARD DATE		

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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**STANDARD FORM 33** (REV. 9-97)

Prescribed by GSA - FAR (48 CFR) 53.214(c)

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY  
CONTRACT (EPAAR 1552.216-73) (APR 1984)**

The EPA Recycling Electronics and Asset Disposition (READ) services program consists of a number of fixed rate, indefinite delivery/indefinite quantity (ID/IQ) contracts designed to provide the Federal Government, as well as State and Local and other Government agencies, recycling and asset disposition solutions. The contracts are performance based and contractors are free to propose the best, economically feasible solution to meet the requirements of each specific task order.

Unless exempted (see FAR 16.505), each task order will be competed in accordance with fair opportunity competitive procedures described in Section G, "Task Order Fair Opportunity Procedures." The READ fair opportunity procedures will maintain an ongoing competitive environment throughout the life of the contract. The performance based structure of each task order will allow contractors to craft innovative, state-of-the-art solutions and methodologies for each specific requirement.

It is anticipated that each competed action will result in a fixed price, performance-based task order for that particular requirement.

It is estimated that the Federal Government, and other eligible contract users, will generate thousands of obsolete electronic units of various sizes and types per year. This contract addresses the need to recycle and properly dispose of these surplus items. In order to develop a pricing strategy for each task order requirement, the following fixed rates shall apply for the duration of the contract:

BASE Period (Date of Award through 4/30/05)

Item	Item Description	Item Price
0001	Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers)	\$ .00
0001a	Price per PC if over 25 units	\$ .00
0001b	Price per PC if over 100 units	\$ .00
0001c	Price per PC if over 500 units	\$ .00
0002	Price per PC Monitor	\$ .00
0002a	Price per Monitor if over 25 units	\$ .00
0002b	Price per Monitor if over 100 units	\$ .00
0002c	Price per Monitor if over 500 units	\$ .00
0003	Price per PC Laptop	\$ .00
0003a	Price per Laptop if over 25 units	\$ .00
0003b	Price per Laptop if over 100 units	\$ .00

0003c	Price per Laptop if over 500 units	\$.00
0004	Price per Desktop Printer	\$.00
0004a	Price per Laptop if over 25 units	\$.00
0004b	Price per Laptop if over 100 units	\$.00
0004c	Price per Laptop if over 500 units	\$.00
0005	Price per Facsimile Machine	\$.00
0005a	Price per Facsimile if over 25 units	\$.00
0005b	Price per Facsimile if over 100 units	\$.00
0005c	Price per Facsimile if over 500 units	\$.00
0006	Price per Shredding Machine	\$.00
0006a	Price per Shredder if over 20 units	\$.00
0006b	Price per Shredder if over 50 units	\$.00
0006c	Price per Shredder if over 100 units	\$.00
0007	Price per Copying Machine	\$.00
0007a	Price per Copier if over 20 units	\$.00
0007b	Price per Copier if over 50 units	\$.00
0007c	Price per Copier if over 100 units	\$.00
0008	Price per Cellular/Standard Phone	\$.00
0008a	Price per Phone if over 50 units	\$.00
0008b	Price per Phone if over 100 units	\$.00
0008c	Price per Phone if over 500 units	\$.00
0009	Price per Scanning Machine	\$.00
0009a	Price per Scanner if over 50 units	\$.00
0009b	Price per Scanner if over 100 units	\$.00
0009c	Price per Scanner if over 500 units	\$.00
0010	Price per lb. for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power backup, surge protectors, voltage regulators, modems, calculators, computer racks, projectors, video cassette recorders (vcrs), televisions, and cameras.	\$.00/lb.

Option Period I - (5/1/05 through 4/30/06)

Item	Item Description	Item Price
1001	Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers)	\$.00
1001a	Price per PC if over 25 units	\$.00
1001b	Price per PC if over 100 units	\$.00
1001c	Price per PC if over 500 units	\$.00

1002	Price per PC Monitor	\$.00
1002a	Price per Monitor if over 25 units	\$.00
1002b	Price per Monitor if over 100 units	\$.00
1002c	Price per Monitor if over 500 units	\$.00
1003	Price per PC Laptop	\$.00
1003a	Price per Laptop if over 25 units	\$.00
1003b	Price per Laptop if over 100 units	\$.00
1003c	Price per Laptop if over 500 units	\$.00
1004	Price per Desktop Printer	\$.00
1004a	Price per Laptop if over 25 units	\$.00
1004b	Price per Laptop if over 100 units	\$.00
1004c	Price per Laptop if over 500 units	\$.00
1005	Price per Facsimile Machine	\$.00
1005a	Price per Facsimile if over 25 units	\$.00
1005b	Price per Facsimile if over 100 units	\$.00
1005c	Price per Facsimile if over 500 units	\$.00
1006	Price per Shredding Machine	\$.00
1006a	Price per Shredder if over 20 units	\$.00
1006b	Price per Shredder if over 50 units	\$.00
1006c	Price per Shredder if over 100 units	\$.00
1007	Price per Copying Machine	\$.00
1007a	Price per Copier if over 20 units	\$.00
1007b	Price per Copier if over 50 units	\$.00
1007c	Price per Copier if over 100 units	\$.00
1008	Price per Cellular/Standard Phone	\$.00
1008a	Price per Phone if over 50 units	\$.00
1008b	Price per Phone if over 100 units	\$.00
1008c	Price per Phone if over 500 units	\$.00
1009	Price per Scanning Machine	\$.00
1009a	Price per Scanner if over 50 units	\$.00
1009b	Price per Scanner if over 100 units	\$.00
1009c	Price per Scanner if over 500 units	\$.00
1010	Price per lb. for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power backup, surge protectors, voltage regulators, modems, calculators, computer racks, projectors, vcrs, televisions and cameras.	\$.00/lb.

Option Period II - (5/1/06 through 4/30/07)

Item	Item Description	Item Price
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2001	Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers)	\$ .00
2001a	Price per PC if over 25 units	\$ .00
2001b	Price per PC if over 100 units	\$ .00
2001c	Price per PC if over 500 units	\$ .00
2002	Price per PC Monitor	\$ .00
2002a	Price per Monitor if over 25 units	\$ .00
2002b	Price per Monitor if over 100 units	\$ .00
2002c	Price per Monitor if over 500 units	\$ .00
2003	Price per PC Laptop	\$ .00
2003a	Price per Laptop if over 25 units	\$ .00
2003b	Price per Laptop if over 100 units	\$ .00
2003c	Price per Laptop if over 500 units	\$ .00
2004	Price per Desktop Printer	\$ .00
2004a	Price per Laptop if over 25 units	\$ .00
2004b	Price per Laptop if over 100 units	\$ .00
2004c	Price per Laptop if over 500 units	\$ .00
2005	Price per Facsimile Machine	\$ .00
2005a	Price per Facsimile if over 25 units	\$ .00
2005b	Price per Facsimile if over 100 units	\$ .00
2005c	Price per Facsimile if over 500 units	\$ .00
2006	Price per Shredding Machine	\$ .00
2006a	Price per Shredder if over 20 units	\$ .00
2006b	Price per Shredder if over 50 units	\$ .00
2006c	Price per Shredder if over 100 units	\$ .00
2007	Price per Copying Machine	\$ .00
2007a	Price per Copier if over 20 units	\$ .00
2007b	Price per Copier if over 50 units	\$ .00
2007c	Price per Copier if over 100 units	\$ .00
2008	Price per Cellular/Standard Phone	\$ .00
2008a	Price per Phone if over 50 units	\$ .00
2008b	Price per Phone if over 100 units	\$ .00
2008c	Price per Phone if over 500 units	\$ .00
2009	Price per Scanning Machine	\$ .00
2009a	Price per Scanner if over 50 units	\$ .00
2009b	Price per Scanner if over 100 units	\$ .00
2009c	Price per Scanner if over 500 units	\$ .00
2010	Price per lb. for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power backup, surge protectors, voltage regulators,	\$ .00/lb.

modems, calculators, computer racks, projectors,  
vcrs, televisions, and cameras.

Option Period III - (5/1/07 through 4/30/08)

Item	Item Description	Item Price
3001	Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers)	\$ .00
3001a	Price per PC if over 25 units	\$ .00
3001b	Price per PC if over 100 units	\$ .00
3001c	Price per PC if over 500 units	\$ .00
3002	Price per PC Monitor	\$ .00
3002a	Price per Monitor if over 25 units	\$ .00
3002b	Price per Monitor if over 100 units	\$ .00
3002c	Price per Monitor if over 500 units	\$ .00
3003	Price per PC Laptop	\$ .00
3003a	Price per Laptop if over 25 units	\$ .00
3003b	Price per Laptop if over 100 units	\$ .00
3003c	Price per Laptop if over 500 units	\$ .00
3004	Price per Desktop Printer	\$ .00
3004a	Price per Laptop if over 25 units	\$ .00
3004b	Price per Laptop if over 100 units	\$ .00
3004c	Price per Laptop if over 500 units	\$ .00
3005	Price per Facsimile Machine	\$ .00
3005a	Price per Facsimile if over 25 units	\$ .00
3005b	Price per Facsimile if over 100 units	\$ .00
3005c	Price per Facsimile if over 500 units	\$ .00
3006	Price per Shredding Machine	\$ .00
3006a	Price per Shredder if over 20 units	\$ .00
3006b	Price per Shredder if over 50 units	\$ .00
3006c	Price per Shredder if over 100 units	\$ .00
3007	Price per Copying Machine	\$ .00
3007a	Price per Copier if over 20 units	\$ .00
3007b	Price per Copier if over 50 units	\$ .00
3007c	Price per Copier if over 100 units	\$ .00
3008	Price per Cellular/Standard Phone	\$ .00
3008a	Price per Phone if over 50 units	\$ .00
3008b	Price per Phone if over 100 units	\$ .00
3008c	Price per Phone if over 500 units	\$ .00
3009	Price per Scanning Machine	\$ .00
3009a	Price per Scanner if over 50 units	\$ .00
3009b	Price per Scanner if over 100 units	\$ .00
3009c	Price per Scanner if over 500 units	\$ .00
3010	Price per lb. for all other non serialized	\$ .00/lb.

peripherals or other electronic equipment  
as follows: cables, connectors, jacks,  
splitter & cluster boxes, buffers, converters,  
bar code readers, optical drives, tape drives,  
hard/floppy drives, repeater, transceiver, power  
backup, surge protectors, voltage regulators,  
modems, calculators, computer racks, projectors,  
vcrs, televisions and cameras.

Option Period IV - (5/1/08 through 4/30/09)

Item	Item Description	Item Price
4001	Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers)	\$ .00
4001a	Price per PC if over 25 units	\$ .00
4001b	Price per PC if over 100 units	\$ .00
4001c	Price per PC if over 500 units	\$ .00
4002	Price per PC Monitor	\$ .00
4002a	Price per Monitor if over 25 units	\$ .00
4002b	Price per Monitor if over 100 units	\$ .00
4002c	Price per Monitor if over 500 units	\$ .00
4003	Price per PC Laptop	\$ .00
4003a	Price per Laptop if over 25 units	\$ .00
4003b	Price per Laptop if over 100 units	\$ .00
4003c	Price per Laptop if over 500 units	\$ .00
4004	Price per Desktop Printer	\$ .00
4004a	Price per Laptop if over 25 units	\$ .00
4004b	Price per Laptop if over 100 units	\$ .00
4004c	Price per Laptop if over 500 units	\$ .00
4005	Price per Facsimile Machine	\$ .00
4005a	Price per Facsimile if over 25 units	\$ .00
4005b	Price per Facsimile if over 100 units	\$ .00
4005c	Price per Facsimile if over 500 units	\$ .00
4006	Price per Shredding Machine	\$ .00
4006a	Price per Shredder if over 20 units	\$ .00
4006b	Price per Shredder if over 50 units	\$ .00
4006c	Price per Shredder if over 100 units	\$ .00
4007	Price per Copying Machine	\$ .00
4007a	Price per Copier if over 20 units	\$ .00
4007b	Price per Copier if over 50 units	\$ .00
4007c	Price per Copier if over 100 units	\$ .00
4008	Price per Cellular/Standard Phone	\$ .00
4008a	Price per Phone if over 50 units	\$ .00
4008b	Price per Phone if over 100 units	\$ .00
4008c	Price per Phone if over 500 units	\$ .00

4009	Price per Scanning Machine	\$ .00
4009a	Price per Scanner if over 50 units	\$ .00
4009b	Price per Scanner if over 100 units	\$ .00
4009c	Price per Scanner if over 500 units	\$ .00
4010	Price per lb. for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power backup, surge protectors, voltage regulators, modems, calculators, computer racks, projectors, vcrrs, televisions and cameras.	\$ .00/lb.

The rate, or rates, set forth above cover all recycling expenses, including report preparation and report deliveries, salaries and wages, overhead, fringe benefits, general and administrative expenses, and profit. The logistical costs associated with picking up items, packaging, transporting items, using delivery or trucking services, and/or redistributing items will be priced out separately on each specific task order (TO) to be competed. Certain task orders may be for items located at one central location, while others may be for numerous warehouses throughout the continental U.S. Depending on the requirement, these logistical costs may fluctuate. Therefore, the pricing delineated herein cover all recycling costs and expenses, not logistical costs as described above. As mentioned, those costs will be addressed on a TO-by-TO basis.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the Task Order Project Officer (TOPO). The Government shall pay the Contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another option period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

## **B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$2,500.00. The amount of all orders shall not exceed \$5,000,000.00.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.211-79	OCT 2000	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT

**C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) DEVIATION**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime

contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.

14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

### **C.3 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)**

The Contractor shall furnish all necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Objectives as described herein.

#### **I. Introduction**

The Environmental Protection Agency's (EPA) vision for this requirement is to promote and advance the disposition, reclamation, reuse, and recycling of electronic assets held throughout the Federal sector in order to enhance public health and environmental protection. EPA's Office of Environmental Information (OEI) and Office of Prevention, Pesticides, and Toxic Substances (OPPTS) have initiated this Recycling Electronics and Asset Disposition (READ) services contract to provide the Government sector with a procurement tool to properly manage electronic inventories and to recycle and properly dispose of excess or obsolete electronic personal property in an environmentally responsible manner. OEI's Office of Technology, Operations, and Planning (OTOP) is the Agency focal point for policy, management, and implementation of EPA's information technology (IT) infrastructure, and oversight of Federal and Agency IT statutes, regulations, and standards. OTOP sets hardware, software, and telecommunications standards and operates EPA's internal information technology infrastructure and organizes strategic planning for IT and security. OTOP provides this broad range of information and technology services through its four supporting organizations. These organizations are the IT Policy and Planning Division (ITPPD), the Technology Information Security Staff (TISS), the National Technology Services Division (NTSD), and the HQ and Desktop Services Division (HDSD).

HDSD, located in Washington, DC, is within OEI/OTOP and is responsible for providing a full range of local area network (LAN) services at different levels EPA-wide as well as desktop service throughout EPA. Under the READ contract, HDSD will serve as the technical liaison to EPA offices and other

Federal agencies for IT and electronic equipment disposition, de-manufacturing, reclamation, and recycling services. In addition, EPA's Office of Solid Waste (OSW) will provide technical support regarding environmental regulatory issues related to electronic reuse and recycling and OPPTS will provide support on electronic end-of-life (EOL) and disposition issues.

## **II. Background**

This EPA contract will fulfill an Agency requirement for the recycling of electronic equipment, proper disposition of electronic assets, and documentation of assets' final destination as part of EPA's ongoing mission to protect the environment. EPA recognizes that there is a Government-wide need to address an expected avalanche of obsolete electronic equipment, primarily personal computer workstations, in the near future. According to a study by the National Safety Council, over 30 million personal computers become obsolete each year in the U.S. alone, with higher numbers likely to follow. In 2002 alone, approximately 130 million new personal computers were shipped worldwide. Numerous Federal Departments and Agencies have thousands of pieces of electronics equipment inventoried in warehouses awaiting disposition from GSA. Other electronic devices such as printers, copiers, scanners, Local Area Network servers and related peripherals, audio/visual equipment, facsimile machines, shredders, telephones, palm pilots and cellular/digital phones pose a similar threat to the environment as they become obsolete. All of this equipment contain components that may be recycled and/or reused, including: capacitors, circuit cards/boards, copper wiring, modules, switches, memory chips, batteries, and basic manufacturing materials such as glass, lead, metals, and plastics.

As advancements in software technology force more products into the waste stream, this equipment will pose significant environmental hazards if not properly disposed or recycled. The Federal Government must take the lead in addressing this national issue. Given EPA's mission to protect human health and the environment, EPA has the desire and the expertise to lead the Federal sector in this endeavor.

This READ contract goes beyond the simple process of a contractor picking up truckloads of obsolete equipment and charging a set fee based on the weight of that load. Due to security concerns associated with the potential compromise of confidential, proprietary and sensitive business information contained in most equipment (i.e. hard drives, memory chips in scanners and facsimile machines, etc.), as well as environmental concerns regarding the final destination of the potentially toxic substances contained in all electronic components, EPA has established this multiple-award, Government Wide Acquisition Contract (GWAC) to fulfill all aspects of electronic recycling and asset disposition.

## **III. Objectives**

The objective of this READ GWAC is to offer clients a variety of methods for the proper disposal of electronic assets, including: refurbishment and redeployment within the requiring Agency; reconfiguration and re-marketing of electronic material for either donation to Federal programs, such as Computers for Learning in accordance with Executive Order 12999, or resale within other markets; reclamation of the assets by de-manufacturing; tracking and reporting

on the final destination of major electronic items; and recycling electronic components that have been removed by the de-manufacture process. The most important aspect of the services to be provided is contractor assurance that sensitive information stored in the electronics is properly sanitized and that an audit trail is created to track and report on the equipment's final destination.

The multiple contracts for READ services will provide EPA and other participating customer agencies with an opportunity to turn liabilities into assets, expenses into profits, and set the national standard for properly recycling and disposing of aging electronic equipment. EPA's READ GWAC will establish a process that will continually inventory excess equipment to determine which personal computer workstations and/or electronic items can be refurbished and used in other parts of the Agency, which items can be donated to other Agencies or qualified recipients (i.e., GSA's Federal Property Reuse Program or E.O. 12999), which items can generate revenues to offset recycling costs, and which electronic items need to be recycled through the de-manufacture and reclamation process. Equipment that has been in storage for extended periods of time is most likely not reusable.

Once established, the overall contract objective will be to offer and provide READ services to other Federal entities and environmental partners of the Federal Electronics Challenge (FEC) through standard GWAC procedures. An EPA GWAC will provide the Federal electronic community with an opportunity to fulfill the need for end-of-life (EOL) services.

#### **IV. Scope**

The contractor shall provide the following types of services during performance of this contract:

- A. Refurbishment of electronic equipment provided by customer agencies and identification of markets to resell that equipment at market rates.

If reselling the equipment results in a profit for the Agency, the contractor will share in the revenue generated as an incentive to enhance performance. This will require the establishment of an efficient property surplus procedure early in the inventory process. The longer the equipment remains unused, the less valuable it becomes.

- B. Logistical assistance.

Logistics may include a variety of tasks associated with asset disposition services, to including the following: transportation requirements associated with picking up, packaging, and/or relocating the equipment; coordinating pick-up efforts at a variety of locations (e.g., some agencies may have one or two PC workstations at different locations throughout the country); delivering the equipment to a specialized recycling company, if necessary (e.g., monitors to a glass recycler, CPU covers to a plastics recycler, etc.); and/or delivering the excess equipment to a central location that will be redistributed at a later date.



Customer agencies who provide the equipment will be given the first opportunity to utilize refurbished items. Logistical assistance may be required for redeployment within an organization that has several locations. If items are not claimed for redeployment, or an employee buy-back program is not in effect, the contractor may be required to assist in donating refurbished equipment to educational institutions (per the requirements of Executive Order 12999), other allowable charities, or other Government Agencies in accordance with General Services Administration's (GSA) Federal Property Management Regulations (FPMR) excess property procedures.

C. Ensuring the security of proprietary and sensitive data.

Due to the sensitive information contained in almost all electronic memory components (e.g. memory chips in facsimiles and scanners), the contractor must follow a stringent data management process to ensure that sensitive data is not inadvertently compromised.

D. Testing, auditing, and tracking the equipment received.

Once equipment has been received, the contractor will perform testing and auditing services to determine the usefulness of the item, the items re-marketability, and to capture important tracking information from each major component.

E. Dismantling and recovery of electronic equipment that has been determined to be beyond an upgrade or refurbishment.

Reclamation of this type of equipment will involve a determination regarding which components can be recycled for possible use in other equipment, which components can be resold on the commercial market, and which parts have no useful market value whatsoever and must be properly disposed or recycled.

F. Recycling of recovered materials and disposal of residual waste (that has no useful market value) in proper and safe methods.

The contractor shall, in accordance with applicable laws and regulations, obtain approval from the customer agency for the method of recycling and disposal. The contractor shall be responsible for the proper recycling and/or disposal of the identified equipment. The purpose of this contract is to recycle all items to the maximum extent possible with few, if any, exceptions for the contractor to landfill items or components.

G. All items that are recycled or disposed must have an audit trail on the equipment's final destination.

For electronic items handled, the contractor shall provide certification on the final disposition by the primary component serial number. For a desktop system, the primary components are typically considered the CPU, the monitor, and the printer. If a

customer agency requires more detailed tracking information, such as the manufacturer brand name; manufacturer's barcode, model number, peripheral serial numbers (keyboard/speakers/mouse); the client's asset tracking number; and any internal configuration information such as processor speed, hard drive size, memory size, etc., then the customer agency will specify that level of detail in the request for proposal so that contractors can provide pricing commensurate with the required level of reporting.

A primary deliverable under this contract will be a disposition certificate for the electronic equipment that a customer agency provides. A disposition certificate will be submitted within a set time frame of equipment pick-up/delivery (e.g., 60 days) which indicates receipt dates, processing and method of recycling, residual waste disposal, and other itemized elements to be determined. This will allow a generating party to maintain appropriate records which demonstrate compliance with Federal and State laws such as the Resource Conservation and Recovery Act (RCRA).

For all of these possible scenarios, the contractor will also perform complete inventory reconciliation for reporting purposes and will provide a real-time, on-line audit trail of the electronic components handled. The contractor may be required to establish a hotline-type service for certain customer agencies, and may be required to offer a web-based ordering capability for those customers that have large, fluctuating inventories of surplus equipment. As described in Section IV.G above, the contractor will provide documentation for the Agency's records regarding the final disposition and destination of all electronic equipment items.

After task orders are competed and efforts commence, contractors will be provided between 30 to 60 days to begin recycling and asset disposition efforts. This time frame will grant contractors an opportunity to organize cost-efficient coordination of multiple site pick-ups and determine the feasibility of refurbishment and resale for potential revenue generation.

## **V. Acquisition Approach**

The goal of this acquisition is to improve the disposition process of electronic equipment throughout the Federal sector, decreasing the amount of equipment inventoried, increasing the amount of electronic components that are recycled and resold, while reducing the amount of electronic waste sent to landfills. Through performance based contracting, EPA envisions a process whereby contractors propose strategic methods and innovative solutions to resolve the electronics disposal problems facing each requiring activity.

The contractor shall be responsible for addressing the requiring Agency's desired results and outcomes and, in turn, determining the most effective means by which an Agency's performance objectives will be fulfilled. Performance-based efforts represent a challenge to the contractor by requiring development and application of innovative and efficient approaches for achieving results and meeting or exceeding performance expectations and standards. Typical standards that will be measured include cost control, timeliness and completeness of deliverables, problem resolution, business

relations, quality of work performed, and whether or not the deliverable assists the Agency in meeting its recycling goals as identified in the task order. Under the resulting GWAC, a Federal entity will provide READ contractors with a detailed description of their electronic assets. Each notified contractor will propose an appropriate method and solution for addressing the potential resale, reclamation, re-manufacture, and/or recycling process to be used for the identified electronic property.

Contractor selection for each competed task order will be made on a best-value basis, all factors considered. This multiple award contract will have three groups of contractors who can provide READ services:

Group A includes contractors who either possess the capabilities or have a network in place to provide nationwide coverage for customer agencies that have offices located within and throughout the continental U.S.;

Group B includes contractors who possess the capabilities to fulfill recycling requirements only for locations in the Eastern U.S. (i.e., east of the Mississippi river); and

Group C includes contractors who possess capabilities to fulfill recycling requirements only for locations in the Western U.S. (i.e., west of the Mississippi river).

The determination regarding which READ contracting Group will compete for which requirement will be made on a case-by-case basis at the task order level.

This Statement of Objectives does not provide specific details on the types of solutions to be offered, the comprehensiveness of any specific solutions, nor any specific performance levels/metrics that must be associated with any specific area. However, the Government will require READ contractors to offer comprehensive solutions that:

- (1) are based on an understanding of the current electronics recycling requirements and associated Federal laws and regulations that govern electronics recycling;
- (2) provide the scope of services that are responsive to the present and future needs of the READ contract user community and its stakeholders;
- (3) ensure that performance levels are set and achieved in all functional areas to ensure satisfactory levels of service;
- (4) allow EPA to offer a wide variety of competitively priced services to potential customers of this contract; and
- (5) ensure an appropriate level of security based on industry best practices for handling and disposing of sensitive information contained in most electronics equipment, including an audit trail that tracks each components final destination.

In order to meet our objectives under this contract, EPA requires these services to be provided and available for multiple locations. We envision that this service will be required at all of EPA's Regional Offices and Laboratories. Other Federal entities that utilize this contract will also have a need to fulfill their asset disposition requirements at multiple sites.

Since the pace of change in the information technology and telecommunications marketplace makes it impossible to fully anticipate how individual EPA requirements will evolve over the life of this contract, the Contractor will be expected to incorporate innovative and emerging technologies that improve performance in the most economic and efficient manner.

The following are general and specific functional tasks that are considered part of this requirement:

**General Functional Tasks**

- Management
- Workload Reporting
- Security

**Technical Functional Tasks**

- Pick-up, Packaging, Transportation, and Delivery
- Recycling of Recovered Materials
- Screening, Testing, Segregation
- Reclamation, Refurbishment, Redeployment
- Dismantling, De-manufacturing
- Disposal of Residual Waste
- Disposition Reporting
- Audit Tracking
- Technical Consulting

**VI. Compliance Requirements**

In order for contractors to perform these requirements in an environmentally responsible manner, the following compliance areas must be addressed when handling any electronic materials to be recycled.

**A. Compliance with Laws**

The contractor shall comply with all Federal, state, and local laws and regulations relating to the duties, obligations, and performance requirements under this contract, including all Environmental laws such as the Clean Air Act (CAA), Clean Water Act (CWA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund), and the Resource Conservation and Recovery Act (RCRA) as well as Occupational Safety and Health Administration (OSHA) laws and regulations. The contractor shall be responsible for procuring all licenses, paying all fees, and fulfilling all legal obligations associated with performance of this requirement.

**B. Hazardous Material, Hazardous Substance, and Hazardous Waste Requirements**

Any material which is capable of posing an unreasonable risk to health, safety, and property during transportation must be handled in accordance with appropriate rules and regulations. All materials that are considered hazardous appear in the Hazardous Material Table (HMT) found at 49 CFR 172.101. In addition, any item identified by OSHA, the Toxic Substances Control Act (TSCA), or by any other Federal, State, or local agency or regulation as a hazardous material must be handled accordingly.

Any hazardous materials that require a report to the National Response Center when spilled is also considered a Hazardous Substance (HS). A list of reportable quantities of HS can be found at 40 CFR 302.4 and 49 CFR 172.101, Appendix A. For identification purposes during transportation, a HS is further defined as a material, including mixtures and solutions, that is included in the Appendix of the HMT, found at 49 CFR, 172.101, which meets or exceeds the reportable per container quantity listed in the HMT appendix.

With regard to hazardous waste (HW), before any items can be classified as HW, it must first be considered a solid waste. A solid waste is defined at 40 CFR Part 261.2 as any discarded material in any physical state (solid, liquid, gas or a combination thereof). An item is defined as HW if one of the following conditions are met: (1) any solid waste that is regulated under RCRA or state regulation, (2) an EPA waste code (40 CFR Subpart C and D) can be assigned, and (3) the item is included on one of the four lists found at 40 CFR 261, Subpart D.

Obsolete electronics intended for reuse are not considered to be solid or hazardous wastes under the Resource Conservation and Recovery Act (RCRA). Obsolete electronics that are intended for recycling or disposal may be considered solid or hazardous wastes, depending upon applicability of EPA or state rules. In order to encourage e-waste recycling, as opposed to its landfilling or incineration, both EPA and the states have streamlined requirements (in the form of exemptions, exclusions and reduced requirements) to facilitate the collection and recycling of some types of e-waste. It is incumbent upon the entity handling the e-waste to be knowledgeable of any applicable EPA or state controls for hazardous wastes, as well as non-hazardous wastes, and to comply with all such requirements.

### **C. Security Compliance**

When Government property is on the contractor's facility, the contractor shall provide adequate security to prevent theft or loss of the electronic property. The contractor must have the ability to document custody and control of the items provided for de-manufacture and must ensure item accountability until the items provided are either de-manufactured and sold or otherwise disposed of properly. Immediately upon discovery of theft, the contractor shall notify the Contracting Officer and Project Officer.

Performance under this contract neither requires nor authorizes the contractor to handle classified property or documents. Should contractor employees come into actual or suspected possession of classified property or documents, the contractor shall immediately secure such documents or property from both physical loss and compromise. Classified information is considered any documentation that requires specific authorization prior to having access to that information. The definition of classified property or documentation will be dependant upon the agency utilizing this contract. The level of compliance associated with classified information and the methods to be used for handling this information will be specifically addressed in the individual task orders to be issued. The contractor shall immediately notify the Contracting Officer and Project Officer regarding which activity provided the classified material.

Any additional requirements will be specifically identified under individual task orders to be issued under the resulting contracts.

**C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES  
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

Locations to be included in each Task Order.



**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

**F.2 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from the contract award date through May 1, 2005, exclusive of all required reports.

**F.3 DELIVERY SCHEDULE (EP 52.212-160) (APR 1984)**

The following items shall be delivered under this contract:

Item	Title	Qty	Date Due
0001	Recycled Components Final Destination Report, which will include cumulative volume of units received, cumulative volumes of units refurbished, units resold and redeployed, materials recovered, unrecoverable waste disposed of with method of disposal, and final destination of units summary.	2	Semi-Annual
0002	Customer Agency specific reports	2	TBD

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

\_\_\_\_\_TBD\_\_\_\_\_

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

**G.2 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

Oliver Voss  
U.S. EPA  
1300 Pennsylvania Avenue, NW  
Mail Code 3803R  
Washington, DC 20460

(202) 564-4514  
(202) 565-2554

### **G.3 Task Order Fair Opportunity Procedures**

#### **(a) Task Order Issuance**

One or more Task Orders (TO) may be issued during the performance of this contract. In accordance with the Federal Acquisition Streamlining Act and FAR 16.505(b), the Contracting Officer will give each awardee a "fair opportunity" to be considered for each order in excess of \$2,500 unless one of the conditions in paragraph (b) (2) below applies. Procedures and selection factors to be considered for each TO in order to provide "fair opportunity" are set forth in (b) (1) below.

#### **(b) Fair Opportunity Procedures for Competed Task Order**

(1) Fair Opportunity Process - For each task order requirement, the EPA intends to provide multiple contract awardees a fair opportunity for consideration. This fair opportunity will be provided through the Government's examination of existing information already in the Government's possession, such as awardee's original proposal (e.g., recycling rates, technical/management approaches, etc.), geographic location of the requiring activity and which geographic area the contractor supports (i.e, nationwide coverage, eastern U.S., or western U.S.), current past performance reports (including the Contractor's original proposal data if it is the most current data in the Government's possession) and other pertinent data related to the task order requirement. As work proceeds under this contract, EPA will rely upon recent performance reports received on task orders performed under this contract rather than on past performance records submitted with the original proposal to the maximum extent possible.

(2) Exceptions to Fair Opportunity Consideration - Awardees need not be given a fair opportunity to be considered for requirements in excess of \$2,500 when the Contracting Officer determines one of the following conditions apply:

(i) the agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays;

(ii) only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;

(iii) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that multiple awardees were given a fair opportunity to be considered for the original order;

(iv) it is necessary to place an order with one particular awardee to satisfy a minimum guarantee; or

(v) it is known that a contractor has an unacceptable conflict of interest.

(c) **Proposal Process for Selected Multiple Awardees.**

(1) Request For Proposal - All competed task orders will contain a performance work statement (PWS) with clearly stated objectives, measurable performance standards, and a quality assurance surveillance plan to monitor actual contractor performance. Performance standards to be measured may include: customer satisfaction with services provided; timeliness and accuracy of reporting and tracking information; timeliness of coordination efforts and disposition services; the contractor's ability to meet revenue expectations delineated in their task order proposal; and the contractor's record on ensuring that equipment containing sensitive information is not compromised. Awardees may propose additional incentives as appropriate.

By utilizing performance based acquisition procedures, contractors will be provided an opportunity to create innovative methodologies for meeting objectives established under each task order. For each fair-opportunity task order competition, the READ contractor will be free to identify and propose the best possible solution for the identified requirements.

For each requirement, the CO will issue a TO proposal request to those contract awardees selected for TO proposal submission. The TO proposal request will include a due date for proposal submission, a PWS which includes a general description of work to be accomplished, a listing of the deliverables/reporting required, and additional data as appropriate. The TO proposal request will also include specific instructions for the submission of proposals, the source selection criteria, the evaluation factors' order of importance, and other appropriate information.

(2) Proposal Submittal - Awardees will generally be allowed between seven (7) and fourteen (14) calendar days to prepare and submit proposals. However, more or less time may be necessary based on the actual requirements. The due date shall be set forth in each TO proposal request. The only acceptable reasons for a contractor's non-participation in the order issuance process would be due to an inability to accept or perform the work because of a conflict of interest, capacity problem, or some other compelling factor which the CO determines would affect the contractor's ability to perform the work and, as a result, justifies nonparticipation in the order issuance process. The CO will include written documentation in the TO file citing the reasons which justify a contractor's nonparticipation in the TO issuance process for a specific order.

(3) Bid and Proposal (B&P) Costs. B&P costs associated with preparing a TO proposal will not be reimbursed as a direct cost to this contract.

(4) Technical Proposals. The TO proposal request will provide basic information associated with the TO requirement. The contractor will be required to propose innovative methodologies for fulfilling the identified objectives. The technical proposal shall address, at a minimum:

- Technical/Management Approach
- Key Personnel
- Performance Incentives/Disincentives
- Risks and Assumptions
- Conflict of Interest Issues

## Teaming Arrangement/Subcontracting

The technical proposal information should be brief. The Government anticipates proposals consisting of 7-15 pages identifying the proposed approach for meeting the TO's PWS objectives. Proposals shall not merely restate TO PWS requirements.

(5) Price Proposals. A written price proposal will always be required. This area of the proposal shall include detailed cost/price amounts of all resources required to accomplish the performance objectives, (i.e. man-hours, equipment, travel, transportation, etc.). It is anticipated that the majority of task orders will be issued on a fixed price basis. The price proposal will include adequate information justifying the overall proposed fixed price and assumptions related to the proposed price. As a minimum, the following data will be provided:

(i) Identify labor categories in accordance with Section B - Schedule and the number of hours required for performance of the task. The offeror must provide complete price/cost proposals which include fixed hourly rates for each labor category, the identification of clerical labor, and ODC cost elements and identify any GFP and/or GFI required (if any) for task performance.

(ii) Other Relevant Information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TO proposal request.

(6) Source Selection - The proposals will be evaluated in accordance with the source selection criteria set forth in the TO proposal request. If necessary, during the evaluation of proposals the Government may contact an awardee with clarifications concerning their proposal. However, such contact does not constitute discussion as defined by FAR 15.601. Upon completion of evaluations, the CO will issue a TO to the awardee whose proposal is considered most advantageous to the Government, all factors considered.

(7) Selection Notification - The Contracting Officer need not contact each of the multiple awardees before selecting a task order awardee, if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

(d) **Selection Criteria for Awarding Task Orders.**

Once the Government determines which awardees will be asked to submit a proposal for the TO requirement and proposals are received, the Government will evaluate the proposals against the source selection criteria. In most cases, the Government's award decision will be based on evaluation criteria which addresses the proposed technical/management approach, past performance, key personnel, and price. Task order selection criteria may also include other factor(s) relevant to the particular task order. The order of importance for the factors as well as the specific selection method for each order will be identified on each individual requirement.

The method of selection for issuance of a task order will be tailored to the specific requirements of each task order. The methods of selection may be any one of the following:

(i) Issuance of the order to the contractor with the highest composite score. In this case, the technical and cost components are both scored. The request for proposal will identify the formula used to arrive at the composite score, e.g., the technical component is worth 60%, the price component 20%, key personnel 10%, and past performance 10%.

(ii) Issuance of the order to the contractor offering the greatest value to the Government (technical quality more important than price). In this situation, task order issuance is based primarily on technical quality and/or innovative methodologies, with price as a secondary consideration.

(iii) Issuance of the order to the contractor with the lowest evaluated price, technically acceptable offer. Generally, the technical component of these offers are scored as acceptable or unacceptable rather than given point scores, and order issuance is made to the technically acceptable offer with the lowest evaluated price.

If offers are not point or adjectivally scored, evaluation criteria will be rated as acceptable or unacceptable in meeting the requirements of the TO PWS. Issuance of an order may be made based on evaluation of initial offers without discussions, or on evaluation of offers and discussions.

(e) **Unauthorized Work.** The Contractor is not authorized to commence task performance prior to issuance of a signed TO or verbal approval provided by the CO to begin work.

(f) **Task Funding Restriction.** No unfunded task orders are allowed, unless issued subject to the availability of funds, as prescribed in Section I.

(g) **Task Order Issuance.** A task order may be issued by mail or facsimile.

(h) **Ombudsman Description.** In accordance with FAR 16.505(a)(7), no protest under FAR Subpart 33.1 is authorized in connection with CO decisions regarding the issuance or proposed issuance of a task order under this contract, except for a protest on the grounds that the order increases the scope, the period of performance, or the maximum value of the contract. The Division Director, EPA, Headquarters Procurement Operations Division, has been designated as the EPA Ombudsman. The EPA Ombudsman will review complaints from the contractors regarding the competition process associated with issuance of task orders, and ensure that contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the EPA Ombudsman must be forwarded to: Environmental Protection Agency, Director, Headquarters Procurement Operations Division (3803R), 1200 Pennsylvania Ave., NW, Washington, DC 20460.

#### **G.4 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts,"

clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

To be completed at contract award

#### **G.5 Task Order Performance Record**

(a) Each contractor's past performance record is considered relevant information for future Task Order's source selection purposes, especially the performance regarding a contractor's actions under previously awarded Task Orders. Past performance includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer.

(b) The Task Manager will complete a TO evaluation each quarter (1 Oct, 1 Jan, 1 Apr and 1 Jul) and at the completion of the Task Order to evaluate the contractor's performance for that specific requirement. Completed evaluations are to be forwarded to the PO for review, who in turn forwards a copy to the CO and to the contractor for comment. The contractor will be given 30 calendar days to submit comments, rebutting statements, or additional information. Comments, if any, shall be retained as part of the evaluation record. These evaluations may be used to support future Task Order awards, and will therefore be marked "Source Selection Information." The completed evaluation shall not be released to other than Government personnel. The past performance information shall not be retained for longer than three years after completion of the contract or task order performance, whichever is later.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.203-71	AUG 2000	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
1552.208-70	OCT 2000	PRINTING
1552.209-71	MAY 1994	ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I (MAY 1994)
1552.209-76	OCT 2002	CONTRACTOR PERFORMANCE EVALUATIONS
1552.235-70	APR 1984	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
1552.235-76	APR 1996	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA)
1552.235-77	DEC 1997	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION
1552.235-78	DEC 1997	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
1552.235-79	APR 1996	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
1552.237-75	APR 1984	PAPERWORK REDUCTION ACT

**H.2 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION**

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will not be modified to reflect new and separate maximum amounts. The



"Minimum and Maximum Contract Amount" identified in Section B will be for the entire contract period, inclusive of all options exercised.

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
Option Period I	05/01/05	4/30/06
Option Period II	05/01/06	4/30/07
Option Period III	05/01/07	4/30/08
Option Period IV	05/01/08	4/30/09

### **H.3 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

### **H.4 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.5 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) DEVIATION**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.6 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Program Director:

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.7 EPA Electronic Recycling and Asset Disposition Certification**

In order to promote high standards of environmental quality and regulatory compliance as well as high quality business practices in the electronics recycling industry, contractors who provide READ services under this contract will be required to meet the following minimum certification requirements for recycling and asset disposition services. EPA plans to maintain a formal process throughout the contract period of performance to certify that an electronics recycling company is using high quality business practices, reliable monitoring and reporting procedures, and dependable management information systems during performance of this contract. Due to liability and information security concerns, EPA must ensure that contractors who will provide this service are not merely transporting electronic items to inappropriate locations.

EPA will use a variety of factors in determining whether or not a recycling company is capable of providing reliable recycling and asset disposition services. The following elements will be addressed during the certification process.

1. General Business Procedures: The contractor shall use sound business practices and company management should be guided by a prudent business plan. The contractor should have adequate financial resources to meet customer commitments and should possess adequate insurance coverage for potential risks and liabilities associated with recycling operations. The contractor should have an established plan for ensuring the security of the equipment, material assets, and information contained in the electronic items that will be handled under this contract.

2. Management Systems: The contractor must have an established business management system that addresses environmental, quality, and health and safety issues related to recycling and asset disposition. Policies and procedures should address both the achievement and improvement of high standards of business practices associated with the overall recycling process. Policies and procedures should identify:

local and Federal legal regulations and compliance requirements; reporting documentation and operational controls; emergency preparedness and response procedures; monitoring and measurement systems; internal management system effectiveness audits used to review and improve upon processes; and communication and training plans.

3. Operational Capabilities: The contractor shall possess or have access to operational facilities that support recycling and asset disposition procedures, including materials handling, processing, storage, and transportation. The contractor shall have management processes that support operations such as tracking and reconciliation of customer products and materials. The contractor shall demonstrate that a high percentage of products received and processed is recycled, and not merely landfilled, and should demonstrate a commitment to continuously improve in this area. The staff of the company involved in critical operations shall have adequate technical knowledge, skills and experience to perform their assigned tasks. The equipment and facilities of the operation shall be adequate to support the key elements of the recycling operation.

Once EPA has completed the certification process and verified that a company has demonstrated the capabilities necessary to meet the requirements of this contract, EPA will provide a written certificate to the audited company. Certificates will be valid for a 12 month period, at which time the company must request renewal from the EPA. At any time during contract performance, EPA may revisit the company to verify whether or not the company continues to meet the minimum certification requirements. If EPA determines that a company has discontinued the practice of legitimate recycling and asset disposition (e.g., the contractor has begun transporting electronic components to shipping docks or has brokered items such as computer monitors to the highest bidder), then EPA reserves the right to withdraw the certification that it previously authorized.

During the EPA certification process, contractor may present information and results related to other certifications received from other entities, such as the International Association of Electronics Recyclers. EPA will take this information into consideration during the certification process for this contract.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	JUN 1996	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER DEVIATION
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	JUN 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-16	APR 2003	PROGRESS PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE III (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.244-6	APR 2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.252-6	APR 1984	AUTHORIZED DEVIATIONS IN CLAUSES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Contract Award Date through December 31, 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$2,000,000;

(2) Any order for a combination of items in excess of \$2,000,000;

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation ), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months beyond the expiration date of the contract.

#### **I.5 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999) DEVIATION**

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be



added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference. {time} Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

#### **I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage
21020 Material Coordinator	\$17.05
21040 Material Handling Laborer	\$11.65
23440 Heavy Equipment Operator	\$19.75
31363 Heavy Truck Driver	\$17.95
21071 Forklift Operator	\$15.25
99310 Recycling Worker	\$15.25
21130 Shipping Packer	\$14.35
21030 Material Expeditor	\$17.05
01118 General Clerk IV	\$12.47

**I.7 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor \_\_\_\_\_ and the \_\_\_\_\_ (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

**I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
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1	Interested Contractor List

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-2	APR 1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
52.203-11	APR 1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-3	OCT 1998	TAXPAYER IDENTIFICATION
52.209-5	DEC 2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
52.215-6	OCT 1997	PLACE OF PERFORMANCE
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-22	FEB 1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-25	APR 1984	AFFIRMATIVE ACTION COMPLIANCE
52.223-4	OCT 1997	RECOVERED MATERIAL CERTIFICATION
52.223-13	JUN 2003	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
1552.204-70	JAN 2001	BUSINESS OWNERSHIP REPRESENTATION
1552.209-72	APR 1984	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION
1552.224-70	APR 1984	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT

**K.2 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.

(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but

which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.3 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b) (1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.4 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_



**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	OCT 1997	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.232-13	APR 1984	NOTICE OF PROGRESS PAYMENTS
1552.209-70	APR 1984	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION
1552.233-70	JUL 1999	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS

**L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION**

The Government contemplates award of a Fixed Rate, Indefinite Delivery/ Indefinite Quantity (FR-ID/IQ) contract resulting from this solicitation. Task Orders issued under the contract may be fixed-price, performance-based. The resulting fixed price will be based on the fixed rates listed in Section B.

**L.3 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Oliver M. Voss

## Hand-Carried Address:

Environmental Protection Agency  
1300 Pennsylvania Avenue, N.W.  
Washington, DC 20004

## Mailing Address:

Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.

Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far/>

**L.5 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of 5/1/04 and that the required effort will be uniformly incurred throughout each contract period.

**L.6 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$50,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.

- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications

include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. Past performance questions identified in section L will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

## **L.7 Proposal Preparation Instructions**

### **Specific Proposal Instructions**

Offerors should be aware that the appropriate time to request clarifications or take exception to the terms and conditions of the contract as set forth in this Request for Proposal (RFP), or to offer alternative terms and conditions, is during the proposal preparation stage, before the proposal due date, and not in the submitted proposal. Should an offeror desire to propose alternative terms and conditions to the contract in the proposal, the contractor may include a section in the proposal entitled "Suggestions for Alternative Terms and Conditions by the Offeror." However, the offeror must make it clear that its proposal is in no way contingent upon the Government's acceptance of such alternative terms and conditions and that it completely accepts the terms and conditions as set forth in the RFP plus amendments, if any. We intend to award contracts based on initial proposals, without discussions. The Government is not obligated to hold discussions or negotiate any alternative terms or conditions suggested by an offeror. Submitting a proposal that is contingent upon alternate terms and conditions could result in a determination of non-responsiveness.

Since this requirement will be fulfilled as a total small business set-aside, and we have discovered that most small businesses cannot provide nationwide coverage, we will issue three different Groups of contracts as a result of this competition. We anticipate awarding up to three contracts per Group, but reserve the right to award fewer than three per group. The three

Groups of contracts will all cover all of the requirements delineated in the Statement of Objectives, the only difference being the geographic location for which the contractor may provide recycling services. The Groups are identified as follows:

**Group A** - EPA will award up to three Nationwide contracts, whereby selected contractors may be required to provide recycling services to Government agencies and/or departments who have offices and warehouses located within and throughout the 48 continental United States;

**Group B** - EPA will award up to three Eastern U.S. contracts, whereby selected contractors may be required to provide recycling services to Government agencies and/or departments who have offices and warehouses only located east of the Mississippi river (i.e., Eastern U.S.); and

**Group C** - EPA will award up to three Western U.S. contracts, whereby selected contractors may be required to provide recycling services to Government agencies and/or departments who have offices and warehouses only located west of the Mississippi river (i.e., Western U.S.).

Only one proposal from each offeror will be accepted. Within the proposal, contractors must specify the specific Group(s) for which they are proposing to receive a contract (Group A, B, or C), including their order of preference if consideration for multiple groups is desired. While contractors may propose for more than one Group, a contractor can only receive one contract as a result of this solicitation. Contractors will be considered for all Groups that they specify in their proposal, and may receive a contract for their first, second, or third preference, but cannot receive multiple contracts for inclusion within all Groups. In addition, if a contractor specifies a preference for more than one Group, and is eliminated from competition for their preferred Group, they will remain in contention for the remaining groups, if those Groups were identified as a preference. For example, if a contractor specifies Groups A and B, with Group A being preferred, and they are not selected for Group A, they remain eligible to receive a contract for Group B. The offeror will remain in the competition with offerors who are eligible for Group B.

#### A. Proposal Content

Offerors should present their technical capabilities and a technical approach that addresses all of the elements within the solicitation's Statement of Objectives (SOO). Offerors should address qualifications of proposed key personnel, overall management approach, reporting capabilities, corporate experience and past performance information.

The cost/pricing proposal should be submitted under a separate volume and shall be sufficiently detailed to enable the Government personnel to make a thorough evaluation of the proposals and to arrive at a sound determination as to whether the offeror will be able to perform in accordance with the requirements of the RFP. The assumptions regarding the size and weight of certain pieces of electronic equipment, as described below, should be taken into consideration when proposing the fixed rates to be applied in Clause B.1.

The general statement that "the Offeror understands the requirement and can or will comply with the solicitation's objectives" is considered inadequate and will be evaluated as such. Proposals shall be sufficiently

complete to demonstrate the manner in which the Offeror can meet the applicable requirements of the solicitation. Brochuremanship is not desired; clarity and completeness are essential. Data previously submitted, or presumed to be known (i.e., previous projects performed on behalf of the Government) will not be considered as part of the proposal unless the offeror provides the data in the proposal. The Government will only consider information submitted in the proposal during the evaluation.

B. The Technical Proposal - The technical proposal shall be divided into two sections as follows:

1. Technical Capability and Approach, Management Approach, and Subcontract Organization and Tasking

Section 1 of the offeror's technical proposal is the primary basis for evaluating the technical and management merits of the approach being offered, the subcontracting and tasking methodologies, and the offeror's reporting capabilities. In addition, offerors will be required to respond to a sample task order requirement and describe how recycling and asset disposition will be accomplished for the sample order. During the evaluation, EPA will determine the degree to which the offeror's claim of performance capability is supported and the ability of the offeror to perform in accordance with the requirements.

The following paragraphs describe the technical factors/subfactors to be evaluated.

Evaluation Factor 1 - Technical Capability and Approach, Management Approach and Key Personnel

a. Technical Capability and Approach (Subfactor 1.1) - The offeror must present their technical capability and approach by addressing all elements for each task area described in the SOO. As discussed in Section M, the offeror will be evaluated for appropriateness, completeness and overall quality of the methodology and proposed approach to accomplish the tasking areas delineated in the SOO. EPA will evaluate the substance of the proposal, not the presentation style.

b. Management Approach (Subfactor 1.2) - The offeror must present their management approach addressing multi-site, multi-task initiatives which may involve diverse labor requirements, geographic location challenges, and/or use of subcontracting to accomplish the tasking requirements. The proposal should address the methods, procedures and practices which will be implemented by the offeror to: strengthen, manage and utilize resources; address and resolve problems; control cost; ensure timeliness and customer satisfaction; enhance communication between the company and the customer; provide accurate reporting and tracking; and maintain a high level of quality services while ensuring economy and efficiency to the Government.

The offeror shall also address quality controls that will support the general management of the contract. As described in Section M, the offeror will be evaluated for appropriateness, completeness and overall quality of its proposed program, contract/subcontract approach, and personnel management policies and practices.

c. Subcontract Organization and Tasking (Subfactor 1.3) -

The offeror must describe the role any anticipated subcontractors or other business/teaming partners will play during contract performance, their unique capabilities, and the approach for assigning specific tasking requirements to subcontractors. The proposal should address the methods for anticipating, identifying and resolving conflicts and problems between subcontractor(s) and the prime contractor and a proposed process for handling poor performance by subcontractors.

d. Sample Task Order (Subfactor 1.4) -

The offeror must describe, in detail, how they would accomplish meeting the tasking requirements for the following sample task order. The following assumptions must be taken into consideration:

The customer agency, the Bureau of Land Management (BLM), identifies their asset disposition requirements and outlines the electronic equipment they have designated as surplus and stored in warehouses. The customer agency has headquarters in Washington, D.C., but also has four satellite offices in Philadelphia, PA; Chicago, IL; Dallas, TX; and San Francisco, CA. BLM has requested that a READ contractor provide complete asset disposition services for all of their current excess electronic property in inventory. The following information has been provided to each eligible contractor in the task order proposal request. The READ contractor is requested to submit a proposal outlining the proposed approach for recycling and disposition of the identified excess electronic assets. The following table identifies the type of equipment and the equipments location:

**Excess Equipment List**

Location: Washington, DC

<u>Equipment</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Quantity</u>	<u>Condition*</u>
Desktop PC	IBM	486	200	1
Desktop PC	Compaq	Pentium100	200	1
Desktop PC	Dell	P200	100	2
Desktop PC	Gateway	P400	200	2
Desktop PC	IBM	P500	400	3
Desktop PC	Compaq	P600	200	3
Desktop PC	Dell	P650	100	4
Desktop PC	HP	P750	200	4
Monitor	IBM	15" XGA	200	1
Monitor	Compaq	17" XGA	200	2
Monitor	Dell	15" SVGA	100	2
Monitor	Gateway	17" SVGA	200	3
Monitor	IBM	17" Flatscreen	100	4
Printer	HP	DeskJet800 Series	100	3
Laptop PC	Compaq	P400	200	2
Laptop PC	Dell	P600	100	3
Laptop PC	HP	P700	200	4
Copier	XEROX	5000 Series	15	2
Facsimile	HP	1999 Model	100	2

## Location: Philadelphia, PA

<u>Equipment</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Quantity</u>	<u>Condition</u>
Desktop PC	Dell	P200	100	2
Desktop PC	Gateway	P400	200	2
Desktop PC	IBM	P500	100	3
Desktop PC	Compaq	P600	200	3
Monitor	Dell	15" SVGA	100	2
Monitor	Gateway	17" SVGA	200	3
Monitor	IBM	17" Flatscreen	100	4
Printer	HP	DeskJet800 Series	100	3
Laptop PC	Compaq	P400	200	2
Copier	XEROX	5000 Series	5	2
Facsimile	HP	1999 Model	100	2

## Location: Dallas, TX

<u>Equipment</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Quantity</u>	<u>Condition</u>
Desktop PC	Dell	P200	10	2
Desktop PC	Gateway	P400	20	2
Desktop PC	IBM	P500	10	3
Monitor	Gateway	17" SVGA	20	3
Monitor	IBM	17" Flatscreen	10	4
Printer	HP	DeskJet800 Series	10	3
Laptop PC	Compaq	P400	20	2
Facsimile	HP	1999 Model	10	2

## Location: Chicago, IL

<u>Equipment</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Quantity</u>	<u>Condition</u>
Desktop PC	Dell	P200	50	2
Desktop PC	Gateway	P400	100	2
Desktop PC	IBM	P500	50	3
Desktop PC	Compaq	P600	100	3
Monitor	Dell	15" SVGA	50	2
Monitor	Gateway	17" SVGA	100	3
Monitor	IBM	17" Flatscreen	50	4
Printer	HP	DeskJet800 Series	100	3
Laptop PC	Compaq	P400	100	2
Copier	XEROX	5000 Series	5	2
Facsimile	HP	1999 Model	50	2

## Location: San Francisco, CA

<u>Equipment</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Quantity</u>	<u>Condition</u>
Desktop PC	Dell	P200	1	2
Desktop PC	Gateway	P400	1	2
Desktop PC	IBM	P500	3	3
Monitor	Gateway	17" SVGA	5	3
Monitor	IBM	17" Flatscreen	5	4
Printer	HP	DeskJet800 Series	5	3
Laptop PC	Compaq	P400	5	2

Condition Code: 1=poor, 2=average, 3=good, 4=very good, 5=excellent

For solicitation proposal purposes, contractors shall submit their proposed approach for this sample task order in ten pages or less describing how they would recommend fulfilling the customer agency's requirements. If an



offeror is only proposing for a Group B or C contract, then only propose for those offices that are geographically located within your Group (i.e, Group B is Washington, Philadelphia, and Chicago; Group C is Dallas and San Francisco). A discussion regarding the primary areas of the SOO tasks should be addressed, including: logistics, testing, tracking, security, refurbishing, re-marketing, reclamation, and recycling. The overall technical and management approach, as well as subcontract tasking (if applicable), should be addressed. Furthermore, the assumptions regarding the size and weight of certain pieces of electronic equipment, as described in Section C below, should be taken into consideration when proposing the methodologies for the sample task order.

## 2. Key Personnel, Corporate Experience and Past Performance

Section 2 of the technical proposal should address the offeror's proposed key personnel and the offeror's corporate experience and past performance. Section 2 of the proposal shall be organized in the following order:

- Organizational Chart;
- Resumes of key personnel;
- Corporate Experience - maximum of ten pages (two pages per reference); and
- Past Performance Summary Sheets - maximum of ten pages on contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process.

### Factor 2- Key Personnel, Corporate Experience and Past Performance

a. Key Personnel (Subfactor 2.1) - The offeror shall provide specific information concerning the qualifications of personnel of the prime and team subcontractors (if applicable) who will perform or manage the services provided under this contract. The organizational chart serves as a reference tool for understanding the offeror's corporate structure and lines of responsibility/authority. The above mentioned tools will be cross-referenced to the resumes. In the resume section, the offeror shall include a detailed resume for the Contract Level Program Manager. Other personnel who have unique skills or significant responsibility should also be included.

Resumes shall include years of experience, training, unique qualifications, positions held and tenure with the firm, and work history as it relates to the anticipated tasking areas to be assigned to that individual. If the individual is a pending employee, include the signed commitment agreements between the individual and offeror.

b. Corporate Experience (Subfactor 2.2) - The offeror shall describe their corporate experience (including subcontractors and affiliates) in providing services that are the same or similar to the requirements described in the SOO. Specifically, the offeror shall submit a maximum of six (6) contracts or subcontracts currently in process, or completed within the past five years, which are similar in nature to this requirement. The offeror

(including all proposed team subcontractors) shall provide the name of contracting activity/commercial business and a brief description of contract/subcontract work performed. This list should demonstrate the offeror's (including prime contractor, team subcontractors and consultants) corporate experience in managing multi-tasked and/or multi-disciplinary contracts that are similar in nature to this requirement.

c. Past Performance (Subfactor 2.3) - The offeror will be evaluated on past performance under existing and prior contracts for services and supplies similar in scope, magnitude and complexity to this requirement. Past performance will be used for both responsibility determinations as well as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. An offeror's past performance will be evaluated for the following areas:

- 1) Quality of service provided;
- 2) Timeliness of performance;
- 3) Effectiveness of management (including subcontractors);
- 4) Compliance with price estimates;
- 5) Customer satisfaction; and
- 6) Overall performance.

The offeror shall provide information on a maximum of six (6) recent projects or contracts performed within the past five years by the prime contractor and significant subcontractor(s). Information should include points of contact with telephone numbers for reference checks.

#### C. Price Proposal Instructions

The price proposal will represent the offeror's understanding of the RFP's requirements and the offeror's ability to perform efficiently. The evaluation will be based on the price reasonableness and completeness of the price proposal.

After contract award, it is anticipated that fixed-priced, performance-based task orders will be issued under the resulting contract. However, fixed rates as described in Section B of the contract will be used for establishing task order prices during the fair opportunity process. Since no work will be assigned until task orders are issued, the basic contract that will result from this solicitation will be considered a fixed rate, indefinite delivery/indefinite quantity (FR-ID/IQ) type contract.

For proposal evaluation purposes, we have estimated the following quantities of items that will be handled by each contractor during each year of contract performance. Offerors should take these estimates into consideration during development of the price proposal and to establish fixed rates. Each item described below corresponds to the nine line items identified in section B (0001-0009):

<u>Period</u>	<u>Item Description</u>	<u>Estimated Quantity</u>
5/1/04-4/30/05	PC Desktop Workstation	10,000 units
	PC Monitors	10,000 units
	PC Laptops	2,000 units
	Desktop Printers	10,000 units
	Facsimile Machines	2,000 units

	Shredding Machines	1,000 units
	Copying Machines	500 units
	Cellular Phones	2,000 units
	Scanner Machines	1,000 units
	Miscellaneous Items	20,000 lbs.
5/1/05-4/30/06	PC Desktop Workstation	10,000 units
	PC Monitors	10,000 units
	PC Laptops	2,000 units
	Desktop Printers	10,000 units
	Facsimile Machines	2,000 units
	Shredding Machines	1,000 units
	Copying Machines	500 units
	Cellular Phones	2,000 units
	Scanner Machines	1,000 units
	Miscellaneous Items	20,000 lbs.
5/1/06-4/30/07	PC Desktop Workstation	15,000 units
	PC Monitors	15,000 units
	PC Laptops	5,000 units
	Desktop Printers	15,000 units
	Facsimile Machines	5,000 units
	Shredding Machines	2,000 units
	Copying Machines	1,000 units
	Cellular Phones	5,000 units
	Scanner Machines	1,000 units
	Miscellaneous Items	50,000 lbs.
5/1/07-4/30/08	PC Desktop Workstation	15,000 units
	PC Monitors	15,000 units
	PC Laptops	5,000 units
	Desktop Printers	15,000 units
	Facsimile Machines	5,000 units
	Shredding Machines	2,000 units
	Copying Machines	1,000 units
	Cellular Phones	5,000 units
	Scanner Machines	1,000 units
	Miscellaneous Items	50,000 lbs.
5/1/08-4/30/09	PC Desktop Workstation	20,000 units
	PC Monitors	20,000 units
	PC Laptops	10,000 units
	Desktop Printers	20,000 units
	Facsimile Machines	10,000 units
	Shredding Machines	5,000 units
	Copying Machines	2,000 units
	Cellular Phones	10,000 units
	Scanner Machines	1,000 units
	Miscellaneous Items	100,000 lbs.

The price proposal should follow the same format as described in Clause B.1 for the base period each option period. For example, the base year should include pricing using the following format. Each option period should use the Clause B.1 format.

Item	Item Description	Item Price
0001	Price per PC Desktop Workstation (includes peripherals mouse, keyboard, speakers)	\$.00
0001a	Price per PC if over 25 units	\$.00
0001b	Price per PC if over 100 units	\$.00
0001c	Price per PC if over 500 units	\$.00
0002	Price per PC Monitor	\$.00
0002a	Price per Monitor if over 25 units	\$.00
0002b	Price per Monitor if over 100 units	\$.00
0002c	Price per Monitor if over 500 units	\$.00
0003	Price per PC Laptop	\$.00
0003a	Price per Laptop if over 25 units	\$.00
0003b	Price per Laptop if over 100 units	\$.00
0003c	Price per Laptop if over 500 units	\$.00
0004	Price per Desktop Printer	\$.00
0004a	Price per Laptop if over 25 units	\$.00
0004b	Price per Laptop if over 100 units	\$.00
0004c	Price per Laptop if over 500 units	\$.00
0005	Price per Facsimile Machine	\$.00
0005a	Price per Facsimile if over 25 units	\$.00
0005b	Price per Facsimile if over 100 units	\$.00
0005c	Price per Facsimile if over 500 units	\$.00
0006	Price per Shredding Machine	\$.00
0006a	Price per Shredder if over 20 units	\$.00
0006b	Price per Shredder if over 50 units	\$.00
0006c	Price per Shredder if over 100 units	\$.00
0007	Price per Copying Machine	\$.00
0007a	Price per Copier if over 20 units	\$.00
0007b	Price per Copier if over 50 units	\$.00
0007c	Price per Copier if over 100 units	\$.00
0008	Price per Cellular/Standard Phone	\$.00
0008a	Price per Phone if over 50 units	\$.00
0008b	Price per Phone if over 100 units	\$.00
0008c	Price per Phone if over 500 units	\$.00
0009	Price per Scanning Machine	\$.00
0009a	Price per Scanner if over 50 units	\$.00
0009b	Price per Scanner if over 100 units	\$.00
0009c	Price per Scanner if over 500 units	\$.00
0010	Price per lb. for all other non serialized peripherals or other electronic equipment as follows: cables, connectors, jacks, splitter & cluster boxes, buffers, converters, bar code readers, optical drives, tape drives, hard/floppy drives, repeater, transceiver, power	\$.00

backup, surge protectors, voltage regulators, modems, calculators, computer racks, projectors, vcrs, and cameras.

Offerors are cautioned to consider carefully the award criteria in Section M, which states, in part:

"The Government will perform either cost analysis or price analysis of the Offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an Offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high."

For pricing purposes in both the cost proposal and for the fixed rates to be included in Clause B.1, offerors shall make the following assumptions regarding the size and weight of electronic items.

<u>Equipment</u>	<u>Approximate Size</u>	<u>Approximate Weight</u>
PC Desktop CPU	2' x 2' x 1'	30 lbs.
PC Monitors	1' x 1' x 1'	30 lbs.
PC Laptops	1' x 1' x 3"	5 lbs.
Desktop Printers	2' x 1' x 10"	25 lbs.
Facsimile Machines	2' x 2' x 1'	50 lbs.
Shredding Machines	4' x 3' x 2'	50 lbs.
Copying Machines	4' x 4' x 3'	200 lbs.
Cellular Phones	5" x 2" x .5"	.5 lbs.
Scanner Machines	2' x 2' x 1'	25 lbs.

### **Section 3 - Exceptions**

This section shall consist of any exceptions the Offeror has to the terms or conditions of the solicitation. Offerors are reminded that exceptions to the solicitation are discouraged because they may result in the proposal being determined to be a nonconforming counteroffer. Any exceptions to the terms or conditions of the solicitation shall only be addressed in the event discussions are held. However, the Government reserves the right to award an initial proposals and, therefore, not conduct discussions. Offerors should be aware that the appropriate time to request clarifications or exceptions to the terms and conditions of the contract as set forth in the RFP, is during the proposal preparation stage before the proposal due date.

#### **L.8 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 15 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

**L.9 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT  
(EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.10 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)  
(FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: Total

(b) 8(a) Program: Not Applicable

**L.11 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)**

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

**L.12 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION  
(EPAAR 1552.235-75) (APR 1996) DEVIATION**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business

Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

### **M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

### **M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price. As described in the proposal preparation instructions, EPA will award up to three contracts in three different Group classifications: Group A for nationwide coverage; Group B for Eastern U.S. coverage; and Group C for Western U.S. coverage. All proposals will be evaluated in the same manner using the same criteria as described below. The only difference will be the evaluation of the contractor's capabilities to meet the needs of the specific Group's geographic location for which the offeror proposed. This will be evaluated on a pass/fail basis. EPA will evaluate whether or not the contractor can meet the requirements for the proposed geographic location. If a contractor proposes inclusion for all



three geographic Groups, and does not pass the Group A evaluation, then they will then be considered for Groups B and/or C, if those locations were specified in the proposal.

As proposals become more equal in their technical merit, the evaluated cost or price becomes more important. As the technical merit and the evaluated cost or price become essentially equal, other factors may become a determining factor.

(b) Technical Evaluation Criteria:

The technical and price evaluation factors/subfactors are listed below in descending order of importance and will be evaluated as such, with the exception of Factor 2 (Personnel, Corporate Experience and Past Performance). These sub-factors [Personnel (Subfactor 2.1), Corporate Experience (Subfactor 2.2) and Past Performance (Subfactor 2.3)] are considered of equal importance and will be evaluated accordingly.

**Technical Factors/Subfactors**

Factor 1 - Technical Capability and Approach, Management Approach and Subcontract Organization and Tasking

Subfactor 1.1 - Technical Capability and Approach

Subfactor 1.2 - Management Approach

Subfactor 1.3 - Subcontract Organization and Tasking

Subfactor 1.4 - Sample Task Order

Factor 2 - Personnel, Corporate Experience and Past Performance

Subfactor 2.1 - Personnel

Subfactor 2.2 - Corporate Experience

Subfactor 2.3 - Past Performance

**Price Factor** - Price Reasonableness, No subfactors.

**Factor 1 -**

1.1 Technical Capability and Approach:

The offeror must present their technical capability and approach by addressing all tasks for each work area as described in the Statement of Objectives (SOO). The offeror will be evaluated for appropriateness, completeness and overall quality of the methodology and proposed approach to accomplish the tasking areas delineated in the SOO. EPA will evaluate the substance of the proposal, not the presentation style.

1.2 Management Approach:

Offerors will be evaluated on their understanding of and approach to managing and coordinating multi-site, multi-task initiatives involving diverse labor requirements, geographic location challenges, and/or use of subcontracting to accomplish the tasking requirements as described in the SOO. EPA will evaluate the proposed methods, procedures and practices which will be

implemented by the offeror to: strengthen, manage and utilize resources; address and resolve problems; control cost; ensure timeliness and customer satisfaction; enhance communication between the customer and the company; and maintain a high level of quality services while ensuring economy and efficiency to the Government. Offerors will be evaluated for appropriateness, completeness and overall quality of its proposed program, contract/subcontract approach, personnel management policies and practices, and the quality control to support the general management of the contract.

### 1.3 Subcontract Organization and Tasking:

Offerors will be evaluated on their ability to demonstrate a viable subcontract organization approach, effective communication tools between the company and proposed subcontractors, the proposed approach for assigning specific tasking requirements to subcontractors, and the ability to foresee and avoid conflicts or problems due to separate management and/or responsibilities. Offerors will be evaluated on their proposed process for handling poor performance by subcontractors and identifying and resolving conflicts and problems between subcontractor(s) and the prime contractor.

### 1.4 Sample Task Order:

The offeror will be evaluated on their technical approach for addressing the requirements of the sample task order as it relates to the requirements of the SOO. The offeror will be evaluated for appropriateness, completeness and overall quality of the methodology and proposed approach to accomplish the requirements of the sample task order.

## **Factor 2 -**

### 2.1 Key Personnel:

The offeror will be evaluated on their submittal of the organizational chart and resumes referenced in Section L and the extent to which the knowledge, capability, and qualifications of proposed key personnel are relevant to the requirements of the SOO.

### 2.2 Corporate Experience:

The offeror will be evaluated on their demonstrated corporate experience in managing and coordinating multi-tasks and multi-disciplinary contracts that are similar in scope and complexity to the requirements described in the SOO, including the offeror's demonstrated experience in resolving problems similar in nature to those expected under this contract.

### 2.3 Past Performance:

The offeror will be evaluated on past performance under existing and prior contracts for services and supplies similar in scope, magnitude and complexity to this requirement. Past performance will also be used for the responsibility determination. An offeror's past performance will be evaluated for the following areas:

- 1) Quality of service provided;
- 2) Timeliness of performance;
- 3) Effectiveness of management (including subcontractors);
- 4) Compliance with price estimates;
- 5) Customer satisfaction; and
- 6) Overall performance.

(c) Technical Evaluation Scoring

The following scoring adjectives will be used as general guidance in assessing each technical factor and subfactor as well as the technical proposal as a whole:

"Outstanding"	O	Significantly exceeds (meets) and/or addresses most or all of the elements of the evaluation factor. Response exceeds a "Excellent" rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.
"Above Average"	AA	Fully meets all of the elements of the evaluation factor and exceeds many of the elements of the evaluation factor. Response exceeds an "Acceptable" rating. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
"Average"	A	Meets all of the elements of the evaluation factor. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the Offeror's understanding of the Government's requirements.
"Marginal"	M	Less than "Acceptable". There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least "Acceptable". (Areas of the technical proposal which remain "marginal" after "Best and Final" offerors shall not be subject to further discussion or revision.) If award is made on initial offers, there will not be an opportunity for discussions, nor a chance to become at least "Acceptable".
"Unacceptable"	U	Technical proposal has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the

government's requirements; failure to meet many personnel requirements in the solicitation.

(When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be completely revised to attempt to make it other than unacceptable.)

ATTACHMENT 1

INTERESTED CONTRACTOR LIST

